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NOT TO BE PUBLISHED IN OFFICIAL REPORTS

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FOURTH APPELLATE DISTRICT

DIVISION TWO

WILLIAM PAUL JONES et al., Plaintiffs and Respondents, v. JAE KEUM JU, Defendant and Appellant.	E053266 (Super.Ct.No. SCVSS140962) OPINION

APPEAL from the Superior Court of San Bernardino County. W. Robert Fawke, Judge. Affirmed.

David S. Kim & Associates, David S. Kim and Samuel Yu for Defendant and Appellant.

Wacy Armstrong, Jr., for Plaintiffs and Respondents.

Plaintiffs and appellants William Paul and Deane Lea Jones (the Joneses) filed an action against defendant and respondent Jae Keum Ju (Ju), arising out of a dispute over the existence and maintenance of reciprocal easements for ingress and egress over an unimproved dirt road passing across four adjoining parcels of real property. The trial

court granted summary judgment in favor of the Joneses on their declaratory relief cause of action. The court further awarded attorney fees and costs to them. Ju appeals.

I. STANDARD OF REVIEW

"[A]fter a motion for summary judgment has been granted, we review the record de novo, considering all the evidence set forth in the moving and opposition papers except that to which objections have been made and sustained. [Citation.]" (*Guz v. Bechtel National, Inc*. (2000) 24 Cal.4th 317, 334.) "The purpose of the law of summary judgment is to provide courts with a mechanism to cut through the parties' pleadings in order to determine whether, despite their allegations, trial is in fact necessary to resolve their dispute. [Citation.]" (*Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 843 (*Aguilar*).)

"*Aguilar* clarified the standards that apply to summary judgment motions under Code of Civil Procedure section 437c. [Citation.] Generally, if all the papers submitted by the parties show there is no triable issue of material fact and the 'moving party is entitled to a judgment as a matter of law' [citation], the court must grant the motion for summary judgment. [Citation.] Code of Civil Procedure section 437c, subdivision (p)(1), states: 'A plaintiff . . . has met his or her burden of showing that there is no defense to a cause of action if that party has proved each element of the cause of action entitling the party to judgment on that cause of action. Once the plaintiff . . . has met that burden, the burden shifts to the defendant . . . to show that a triable issue of one or more material facts exists as to that cause of action or a defense thereto. The defendant or cross-defendant may not rely upon the mere allegations or denials of its pleadings to

show that a triable issue of material fact exists but, instead, shall set forth the specific facts showing that a triable issue of material fact exists as to that cause of action or a defense thereto.'" (*Troyk v. Farmers Group, Inc.* (2009) 171 Cal.App.4th 1305, 1320.) "In reviewing whether these burdens have been met, we strictly scrutinize the moving party's papers and construe all facts and resolve all doubts in favor of the party opposing the motion. [Citations.]" (*Innovative Business Partnerships, Inc. v. Inland Counties Regional Center, Inc.* (2011) 194 Cal.App.4th 623, 628 [Fourth Dist., Div. Two].)

II. PROCEDURAL BACKGROUND AND FACTS

The Joneses own real property in San Bernardino County at 1340 Sugar Pine Springs Road in Hesperia. On or about May 24, 1988, they entered into a written agreement for reciprocal easements (the Agreement) with the owners of three adjoining parcels, namely, Carroll and Mary Marshall (Marshall) who owned two parcels, and John and Barbara Norris (Norrises) who owned the other adjoining parcel. Under the Agreement, the owners of each parcel granted easements in favor of the other parties for pedestrian, equestrian, and vehicular ingress and egress over their respective parcels. The Agreement was recorded in the official records of San Bernardino County on June 10, 1988, as Document No. 88-184898.

Pursuant to the Agreement, the owners of each parcel are required to maintain the portion of an unimproved dirt road that passes across their respective parcel(s) for all of the owners' common benefit and to assure passable access for ingress and egress. The easements granted are intended to bind and inure to the benefit of the parties, their heirs, successors, personal representatives, and assigns. The easements granted are appurtenant

to and run with the land; however, each party's duty to maintain the easement terminates upon a completed transfer of that party's parcel to another owner.

The easements referred to in the Agreement consist of an unimproved dirt road commonly known as Sugar Pine Springs Road (or Forest Road 2N46). The parties to the Agreement had used the road for many years before the written Agreement was formalized in 1988, and they continued to use it without interruption from 1988 until 2005. In or about 2005, the Norrises installed barbed-wire fences blocking approximately a quarter mile of the road. By a letter from their attorney, the Joneses notified the Norrises that they had a duty under the Agreement to maintain the easement road and ensure passable access, and that they had breached this duty by installing the fences.

In the fall of 2005, the Joneses learned that the Norrises were negotiating to sell their property to Ju. On October 13, 2005, the Joneses' new counsel sent another letter to the Norrises regarding their duties under the Agreement. Further, on October 17, the Joneses signed a Notice of Intent to Preserve Interest (the Notice), which was recorded on November 8, 2005, and served on the Norrises. On the same day the Notice was recorded, counsel for the Joneses sent a letter to Ju's attorney informing him of the reciprocal easements and enclosing a copy of the Agreement and the Notice of Intent. The Norrises also disclosed the existence of the easements to Ju in escrow instructions, which gave Ju the right to cancel the transaction. Ju did not cancel escrow. Instead, she purchased the property with full knowledge of the easements. A grant deed from the

Norrises to Ju was recorded on April 21, 2006. Since purchasing the property, Ju has refused to remove the fences, and she has failed to maintain the easements.

On August 21, 2006, the Joneses initiated this action for breach of contract, specific performance and declaratory relief.[1] On February 10, 2010, they moved for summary judgment. They argued there are no triable issues of fact surrounding the existence of the Agreement identifying the easement on Ju's property, that she purchased the property with notice of the existence of the easement, and that she continues to violate the Agreement by maintaining fences over the road and failing to maintain the road across her property in a passable condition. In support of their motion, the Joneses offered copies of the recorded Agreement and easements, along with the declaration of Thomas Edward Ragen, a professional land surveyor certified by the California State Board of Registration for Professional Engineers and Land Surveyors.

Ju opposed the motion. She argued there are triable issues as to which road the Agreement refers, whether any fences are blocking the road referred to in the Agreement, whether the Joneses have abandoned the easement, and whether her "affirmative defenses of impracticability, impossibility, and termination by operation of law" apply. Alternatively, Ju asked for a continuance in order to complete discovery, specifically, to take the Joneses' depositions. She claimed the depositions were never taken because the

[1] Because neither party has included the complaint as part of the record on appeal, we had to search the record to discover the operative pleadings. According to our search, summary judgment was granted as to declaratory relief only. The remaining causes of action were dismissed. Accordingly, our review of the summary judgment motion is limited to the trial court's ruling as to the declaratory relief claim only.

parties were in settlement discussions. In support of her opposition, Ju offered the declaration of Craig Sundgren, a registered civil engineer who reviewed aerial photography and opined that the road identified in the Agreement is not the one that has been in use since 1986. An older alignment of the road appears to have been abandoned in 1986. To realign that road would require "upwards of $100,000 or more."

In reply, the Joneses objected to and moved to strike evidence offered by Ju. Specifically, they objected to Ju's attorney's actions in taking pictures of the land, highlighting the pictures, and using them as proof of the location of the easement. They also objected to Sundgren's declaration on the grounds that he failed to survey the property and Ju's declaration to the extent it lacks personal knowledge.

On May 27, 2010, at the hearing on the motion for summary judgment, the trial court sustained the Joneses' objections to Ju's evidence. The court denied the motion as to the Joneses' claims for breach of contract and specific performance; however, it granted adjudication as to their claim for declaratory relief, holding that they had a "valid, enforceable, recorded reciprocal ea[se]ment over [Ju's] land," and Ju was bound by it. On June 4, 2010, Ju filed a motion for reconsideration. She offered a new declaration from Sundgren, who claimed that at the time of his first declaration, he did not have the benefit of his file, which included his notes and supporting declaration. However, after locating the file, he declared he had met with Mr. Jones and agreed that the description of the easement was as Mr. Ragen had stated; however, he opined that the Agreement, given the time of its creation and the existence of 1983 easements, "was intended to create a new easement along the [road currently being used], as well as any other realignment of

the original easement and only incorporate those portions of the 1983 easements that still provided continuous, unobstructed free access." Ju also presented the declarations of the prior owners, the Norrises, who confirmed that in 1988, the 1983 easements were abandoned in favor of new easements so that cars would not be driving in front of the Norrises' home.

Ju's motion for reconsideration was denied and judgment was entered on January 19, 2011. The Joneses sought an award of attorney fees, which was granted on April 26 in the amount of $82,145.50. Ju appeals.

III. INTERPRETATION OF AGREEMENT

Ju challenges the language in the Agreement as being ambiguous. To begin with, she notes there is only one road that runs through her property and has been in continuous use since 1986. She argues that such road must be the one the Agreement intended to refer to, even though it legally identifies another road which has not been used since 1986. Next, she notes the Agreement provides that "the obligations imposed by the parties herein to maintain the easement across their respective parcels shall terminate upon a completed transfer of their ownership interest therein." Thus, she argues the Norrises's sale of their property terminated any obligation with respect to maintenance only. Given the above, she maintains that triable issues of fact exist to defeat summary judgment.

The problem with Ju's argument is she refers to evidence that was ruled inadmissible by the trial court. While she correctly notes this court may reverse an evidentiary ruling for an abuse of discretion (*Walker v. Countrywide Home Loans, Inc.*

(2002) 98 Cal.App.4th 1158, 1169) she does not challenge any of the rulings, and to that extent, she has forfeited any contention of error. (*Jones v. P.S. Development Co., Inc.* (2008) 166 Cal.App.4th 707, 711, overruled on other grounds as stated in *Reid v. Google, Inc.* (2010) 50 Cal.4th 512, 532, fn. 7.)

Nonetheless, in interpreting a grant of easement, the primary objective is to carry out the parties' intent. (*City of Manhattan Beach v. Superior Court* (1996) 13 Cal.4th 232, 238 (*City of Manhattan Beach*).) An express easement may be created by contract without words of conveyance, even though a grant or reservation in a deed is more common. (See, e.g., *Knoch v. Haizlip* (1912) 163 Cal. 146, 149, 151-153; *Golden West Baseball Co. v. City of Anaheim* (1994) 25 Cal.App.4th 11, 35 (*Golden West*).) A document creates an easement when it manifests an intent by one landowner to give another the right to use his or her land. (*Rice v. Capitol Trailer Sales of Redding* (1966) 244 Cal.App.2d 690, 692-693 [easement created in trust deed encumbering the dominant tenement at time trustor also owned the servient tenement].) The grant of an easement is construed in the same manner as any contract. (Civ. Code, § 1066; 6 Miller & Starr, California Real Estate (3d ed. 2011) Easements, § 15:16, p. 15-67.) The interpretation of a contract depends first on the plain meaning of its language from which the parties' intent is best inferred; however, if the language is ambiguous, extrinsic evidence may be used to determine a meaning to which the contract's language is reasonably susceptible. (*City of Manhattan Beach*, *supra*, 13 Cal.4th at p. 246; *Golden West*, *supra*, 25 Cal.App.4th at p. 21; 6 Miller & Starr, *supra*, § 15:16, pp. 15-67 to 15-71.)

An appellate court independently reviews the agreement and extrinsic evidence, even if that evidence could be interpreted in different ways; however, if the resolution of the credibility of conflicting evidence determines the interpretation, the trial court's interpretation must be upheld if it is reasonable. (*Golden West, supra*, 25 Cal.App.4th at p. 22; Eisenberg et al., Cal. Practice Guide: Civil Appeals and Writs (The Rutter Group 2011) ¶ 8:64 et seq., p. 8-33 et seq.)

Here, the location of the easements is identified in the Agreement. The uncontroverted declaration of Ragen establishes the location of the easement.[2] As for the property owners' obligations, the language in the Agreement states that the easements granted "bind and inure to the benefit of the parties, their heirs, successors, personal representatives, and assigns . . . and will 'run with the land' . . . ." However, the easements also provide that the "obligations imposed by the parties herein to maintain the easement across their respective parcels shall terminate upon a completed transfer of their ownership interest therein." Clearly, this language recognizes the termination of a party's obligations when he or she sells his or her property. The obligation to maintain the easement does not remain with the party; rather, it transfers to the new owner of the

[2] Even if the trial court had admitted the declaration of Sundgren in support of the motion for reconsideration, he agreed with Ragen as to the location of the easement. While Sundgren opines that the parties made a mistake in the legal description of the easement by identifying the abandoned road and not the road that has been in use since 1986, we are at a loss as to why the Joneses would make such an issue over a road they do not use. Once Ju removes the fence over the road identified in the Agreement, what is to stop her from erecting one over the other road? According to the Joneses, that road is not identified in the Agreement and they are not using it. Thus, they would have no right to use it.

property. Ju's interpretation to the contrary is misplaced. (6 Miller & Starr, *supra*, § 15:42, p. 15-152 [Easements may be created by recorded covenants];Civ. Code, § 1465 ["A covenant running with the land binds those only who acquire the whole estate of the covenantor in some part of the property."].)

Based on the above, we conclude the trial court correctly interpreted the Agreement with respect to the location of the easements, as well as their duration.

IV. AFFIRMATIVE DEFENSES

Ju contends there are triable issues of fact as to her affirmative defenses of impossibility, impracticability, abandonment, and extinguishment of the easements. Regarding impossibility and impracticability, Ju refers to evidence that was excluded by the trial court. As noted above, her failure to challenge the trial court's ruling deems this issue waived. Regarding abandonment and extinguishment of the easement, Ju argues the easement has not been used for 20 years; however, she again refers to evidence deemed inadmissible. According to the record before this court, the Norrises erected fences across the road in 2005 and the Joneses immediately responded by recording a Notice of Intent to Preserve Interest. Moreover, an easement established by grant cannot be lost by nonuse. (*Masin v. La Marche* (1982) 136 Cal.App.3d 687, 693.) However, "'an easement may be extinguished by the user of the servient tenement in a manner adverse to the exercise of the easement, for the period required to give title to land by adverse possession. [Citations.]' [Citations.]" (*Ibid*.) The five-year period begins when the owner of the servient tenement prevents use of the easement as intended. (See *Sevier v. Locher* (1990) 222 Cal.App.3d 1082, 1085.) As soon as the fence was erected by the

Norrises, the Joneses responded. Thus, the trial court correctly found no triable issues of fact as to Ju's affirmative defenses.

V. REQUEST FOR CONTINUANCE

Ju contends the trial court abused its discretion in denying her request to continue the hearing on the motion for summary judgment in order to allow her to conduct necessary discovery. According to Ju, she still needed to take the Joneses' depositions. She claimed her attempts to settle the matter caused her to delay taking them. Then, when the depositions were set (after the filing of the motion for summary judgment), a scheduling conflict on the part of Ju's attorney prevented them from being conducted.

A trial court's decision to deny a request for a continuance is reviewed for an abuse of discretion. (*Mahoney v. Southland Mental Health Associates Medical Group* (1990) 223 Cal.App.3d 167, 170.) A motion to continue a summary judgment motion must be accompanied by a supporting affidavit and must be timely filed "on or before the date the opposition response to the motion is due." (Code. Civ. Proc., § 437c, subd. (h).) To obtain a continuance of a summary judgment motion, a party must make a showing of "good cause." (*Lerma v. County of Orange* (2004) 120 Cal.App. 4th 709, 716.) A continuance may be warranted where the nonmoving party shows essential facts to oppose the motion may exist but cannot then be presented, and states good reasons why additional time is needed to obtain these essential facts. (*Frazee v. Seely* (2002) 95 Cal.App.4th 627, 633.) In other words, there must be a showing as to why the essential facts could not have been obtained earlier. (*Cooksey v. Alexakis* (2004) 123 Cal.App.4th

246, 255.) Thus, a nonmoving party's lack of diligence may be considered in denying a request for a continuance. (*Id.* at p. 257.)

Here, the trial court did not abuse its discretion in denying Ju's request for a continuance. First, we note the request was made as an alternative argument in her opposition to summary judgment. Second, her counsel's declaration in support of the request failed to specify what evidence would be needed, or could be obtained, in order to oppose the motion.[3] Third, the motion for summary judgment was not brought until February 10, 2010, approximately three and one-half years after the complaint was filed. Fourth, while Ju claims that settlement discussions delayed her conducting the necessary discovery, the Joneses' attorney states that Ju "has retained three different law firms and employed at least 6 different attorneys. Once [her] prior counsels and I would come to a meeting of the minds, they would be relieved as counsel." And finally, the issues in the Joneses' complaint were relatively simple, i.e., where are the easements located. Even Ju's expert agreed with the Joneses' expert as to the exact location. Under these circumstances, we reject Ju's argument that denial of the request for a continuance constituted an abuse of discretion.

[3] Ju merely stated that the Joneses' "depositions are crucial because [they] are not only parties to this action but relevant witnesses to the underlying Agreement and other critical subject matters in this action."

VI. ATTORNEY FEES

Ju challenges the award of attorney fees, arguing that (1) the motion for fees was untimely, (2) she is not bound by the Agreement, (3) the Joneses are not the prevailing parties, and (4) the fees are unreasonable.

A. Timeliness of the Motion for Attorney Fees

According to Ju, judgment was entered on January 19, 2011, and thus, the Joneses had only until March 21 to serve their motion for attorney fees. (Cal. Rules of Court, rule 3.1702.[4]) However, Ju contends that because she did not receive the motion until March 29, it was untimely. In response, the Joneses contend the motion was served on Ju's counsel by mail on March 11, 2011. However, on March 25, the unopened envelope containing the moving papers was returned to the Joneses' counsel by the Postal Service, stamped "Refused." Because Code of Civil Procedure section 1013, subdivision (a) defines service by mail as being "complete at the time of the deposit" in the mail, the Joneses argue that the motion was timely. We agree. (*California School Employees Assn. v. Livingston Union School Dist.* (2007) 149 Cal.App.4th 391, 399 [court expressly declined to "hold there can never be a valid rule establishing the date of 'service' of notice as the date of mailing," and that "'[t]he usual rule is that service by mail is effective upon depositing it in the mail. (Code Civ. Proc., § 1013.)'"].)

[4] All further rule references are to the California Rules of Court unless otherwise indicated.

B. The Agreement

According to Ju, because she was not a signatory to the Agreement, the trial court erred in awarding attorney fees against her. We disagree. Given the facts of this case, the award of fees against Ju was proper. (*Santa Clara Savings & Loan Assn. v. Pereira* (1985) 164 Cal.App.3d 1089 (*Santa Clara*).)

In *Santa Clara*, a lender filed a complaint for declaratory relief against the trustors and the persons who had purchased the property from the trustors "subject to" the deed of trust. (*Santa Clara*, *supra*, 164 Cal.App.3d at pp. 1092-1093.) The lender sought a declaration that it was authorized to accelerate the obligation due under a due-on-sale clause when the purchasers refused to provide the lender with credit information. (*Id*. at p. 1093.) Finding in favor of the lender, the trial court held that the "failure of the buyers to provide adequate financial information to the lender within 15 days would constitute an event of default under the deed of trust entitling the lender to record a notice of default and intention to sell." (*Ibid*.) The lender was awarded costs but not attorney fees. (*Ibid*.) The lender appealed the denial of attorney fees on the ground that it was the prevailing party on an action on a contract, namely the deed of trust.[5] (*Id.* at p. 1097.) The appellate court agreed, finding that "the lender sought and obtained a declaratory

[5] The deed of trust, in relevant part, provided: "'If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, . . . then Lender . . . may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees . . . . [¶] Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust.'" (*Santa Clara*, *supra*, 164 Cal.App.3d at p. 1097.)

judgment which held that it had the right to record a notice of default and intention to sell if buyers continued to fail to perform their duty to provide credit information. This action certainly affected lender's interest in the property, and the disbursement of attorney's fees was necessary to protect that interest. Therefore, lender was entitled to attorney's fees [against the nonsignatory purchaser]." (*Id.* at p. 1098.)

Applying the same reasoning to this case, the Joneses sought and obtained a declaratory judgment, which established the location of their easement over Ju's property and her obligation to maintain. The Agreement, in relevant part, provides, "In the event of a any [*sic*] controversy, claim, or dispute relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs." When Ju purchased the property from the Norrises, she became the Norrises' successor in interest, and thus, she is bound by the terms of the Agreement, including the attorney fees clause. (See also *Exarhos v. Exarhos* (2008) 159 Cal.App.4th 898, 906-907 [grandson of deceased customer of bank was successor in interest and thus could be held liable for attorney fees].)

C. Prevailing Party

Next, Ju contends that because the Joneses did not receive any monetary award on their declaratory relief claim, along with losing "summary judgment . . . as to three of the four causes of action," they are not the prevailing parties and the trial court abused its discretion in allowing them to recover reasonable attorney fees and costs. In response, the Joneses argue their main objective was to establish the existence and location of the reciprocal easement, which they achieved. Acknowledging that three of their original

four causes of actions were dismissed, they maintain they are entitled to the fees because they prevailed on the declaratory relief claim. (*Kachlon v. Markowitz* (2008) 168 Cal.App.4th 316, 348 ["'Actions for a declaration of rights based upon an agreement are "on the contract" within the meaning of Civil Code section 1717.' [Citation.]"].) We agree with the Joneses.

D. Amount of Attorney Fees

In her final claim, Ju challenges the amount of attorney fees awarded to the Joneses. She contends the trial court erred in considering the counsel's billing statements, which were not provided with the original motion but with the reply to her opposition. She also claims a "closer examination of the register of actions . . . indicates that virtually no actions had been taken by [the Joneses] since the filing of their complaint other than the summary judgment motion and opposition to [her] Motion for Reconsideration." Furthermore, regarding the award of costs, she argues that such award was improper because the memorandum of costs was filed beyond the time limits provided under Code of Civil Procedure section 664.5 and rule 3.1700(a)(1).

Turning to the record, we note the Joneses' counsel did not submit a detailed breakdown of his fees until he filed the reply to Ju's opposition. However, once such breakdown was filed on April 15, 2011, Ju had until the hearing date set for April 26, to either request a continuance in order to challenge the billings, or challenge such amounts at the hearing. According to Ju, she did raise objections at the hearing; however, this court has not been provided with the transcript of the hearing, or any papers filed in response to the Joneses' reply. Furthermore, on appeal, Ju offers only generic objections

that the amounts of fees are "grossly excessive" given the limited number of documents filed with the court. Ju fails to acknowledge the years spent attempting to settle the dispute between the parties, along with the Joneses' need to retain an expert.

Notwithstanding the above, "[i]n challenging attorney fees as excessive because too many hours of work are claimed, it is the burden of the challenging party to point to the specific items challenged, with a sufficient argument and citations to the evidence. General arguments that fees claimed are excessive, duplicative, or unrelated do not suffice. Failure to raise specific challenges in the trial court forfeits the claim on appeal. '"'[I]t is fundamental that a reviewing court will ordinarily not consider claims made for the first time on appeal which could have been but were not presented to the trial court.' Thus, 'we ignore arguments, authority, and facts not presented and litigated in the trial court. Generally, issues raised for the first time on appeal which were not litigated in the trial court are waived. [Citations.]'" [Citation.] "Appellate courts are loath to reverse a judgment on grounds that the opposing party did not have an opportunity to argue and the trial court did not have an opportunity to consider. [Citation.] In our adversarial system, each party has the obligation to raise any issue or infirmity that might subject the ensuing judgment to attack. . . ." [Citation.]' [Citation.]" (*Premier Medical Management Systems, Inc. v. California Ins. Guarantee Assn.* (2008) 163 Cal.App.4th 550, 564.)

Here, Ju has failed to cite to any specific objections raised at the trial level in her opposition to the Joneses' motion for attorney fees. Having failed to do so, she has forfeited any claims on appeal.

Regarding the award of costs, the Joneses note that rule 3.1700(b)(3) permits the court to extend the time for serving and filing the cost memorandum up to 30 days. Here the Notice of Entry of Judgment was served on January 26, 2011. Thus, the cost memorandum was due on or before February 10. (Rule 3.1700(a)(1).) It was filed on March 11, 2011, 29 days later. Given rule 3.1700(b)(3), it was within the trial court's discretion to accept the late filing.[6]

VII. DISPOSITION

The judgment is affirmed, as is the award of attorney fees and costs. The Joneses are awarded their costs on appeal.

NOT TO BE PUBLISHED IN OFFICIAL REPORTS

HOLLENHORST
Acting P. J.

We concur:

MCKINSTER
J.

CODRINGTON
J.

[6] Ju argues that the request for a 30-day extension "must actually be made and must be determined prior to expiration of the initial 15 days." She cites Code of Civil Procedure section 664.5 and *Hydratec, Inc. v. Sun Valley 260 Orange & Vineyard Co.* (1990) 223 Cal.App.3d 924, 929 [prevailing party failed to file any cost bill]. However, neither of these authorities states such requirement.